



August 21, 2018

**VIA E-FILE**

Mr. Mark Langer, Clerk of Courts  
U.S. Court of Appeals for D.C. Circuit  
333 Constitution Ave., N.W., Room 5205  
Washington, DC 20001

**Re: *Midwest Terminals of Toledo International, Inc. v. NLRB*  
*Case Nos. 18-1017 & 18-1049*  
(Supplemental Authority - FRAP 28(j) & Circuit Rule 28(j))**

Dear Mr. Langer:

On June 22, 2018, the NLRB, Region 8 approved a settlement agreement between ILA, Local 1982 (“union”) and individual employees Midwest Terminals of Toledo, Inc.’s (“Midwest”). The contents of the settlement agreement and the Complaint further support Midwest’s claims that (1) the January 2013 cessation of dues checkoff was lawful; (2) the midterm modification theory of violation pursuant to the May 2012 Memorandum of Understanding (MOU) was not an alternative theory of the Counsel for the General Counsel; and (3) the midterm modification theory of violation was not fully and fairly litigated. See, Petitioner’s Principal Brief pp. 33-41 and Reply Brief pp. 12-20.

The settlement agreement confirms that since December 31, 2012 there has been no collective bargaining agreement in effect between the union and Midwest, nor has there been a binding security provision requiring employees to become members or maintain membership with the union. See, Settlement Agreement, Section V, ¶¶ 4-5 attached hereto. Moreover, by virtue of the settlement agreement, all allegations of the Complaint are deemed admitted one of which stated as follows: “[The union] engaged in the conduct described above in paragraph 10(C) because Canales failed to pay dues at a time when no valid union security clause was in effect and/or because he was not a member of [the union].” See, Settlement Agreement, Section IV, ¶ 3 & Complaint, ¶ 10(E) attached hereto.

Based upon the information submitted herein, it is clear that Midwest’s January 2013 unilateral cessation of dues checkoff was lawful, Midwest lawfully terminated the collective bargaining agreement and the MOU effective December 31, 2012 and the Board’s post-hoc midterm modification theory was not an alternative theory of liability pursued by the General Counsel nor was not fully and fairly litigated.

Very truly yours,

Aaron Tulencik

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 8

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-206215

DEREK POLLOCK, an Individual

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-207497

CHAD MOODY, an Individual

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-209375

MIDWEST TERMINALS OF TOLEDO INTERNATIONAL, INC.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-209968

RICARDO CANALES, An Individual

*[Handwritten signature]*  
6/18/18

## **FORMAL SETTLEMENT STIPULATION**

### **I. INTRODUCTION**

Through this formal settlement stipulation, the undersigned parties agree that, upon approval of this stipulation by the Board, a Board Order in conformity with its terms will issue. The parties also agree to the following:

### **II. JURISDICTION**

1. At all material times, Midwest Terminals of Toledo International, Inc. (Charging Party Midwest), an Ohio corporation, with a place of business located in Toledo, Ohio, has been engaged in providing stevedoring services to shipping companies engaged in interstate and foreign commerce.

2. Annually, Charging Party Midwest, in conducting its business operations described above in Paragraph 1, derives gross revenues in excess of \$500,000 for these services.

3. At all material times, Charging Party Midwest has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

### **III. LABOR ORGANIZATION STATUS**

1. At all material times, International Longshoremen's Association Local Union No. 1982, AFL-CIO (Respondent) has been a labor organization within the meaning of Section 2(5) of the Act.

### **IV. PROCEDURE**

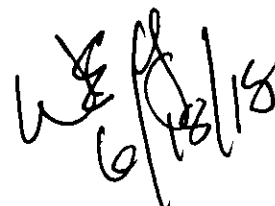
#### **1. Filing and Receipt of Charges.**

(A) The charge in Case 08-CB-206215 was filed by Derek Pollock (Charging Party Pollock) on September 14, 2017, and a copy was served on Respondent by U.S. mail on September 15, 2017. Respondent acknowledges receipt of the charge.

(B) The first amended charge in Case 08-CB-206215 was filed by Charging Party Pollock on October 5, 2017, and a copy was served on Respondent by U.S. mail on October 5, 2017. Respondent acknowledges receipt of the charge.

(C) The charge in Case 08-CB-207497 was filed by Chad Moody (Charging Party Moody) on October 6, 2017, and a copy was served on Respondent by U.S. mail on October 6, 2017. Respondent acknowledges receipt of the charge.

(D) The charge in Case 08-CB-209375 was filed by Charging Party Midwest on November 7, 2017, and a copy was served on Respondent by U.S. mail on November 7, 2017. Respondent acknowledges receipt of the charge.



(E) The charge in Case 08-CB-209968 was filed by Ricardo Canales (Charging Party Canales) around November 16, 2017, and a copy was served on Respondent by U.S. mail on November 16, 2017. Respondent acknowledges receipt of the charge.

2. Issuance of Complaint

On February 27, 2018, the Regional Director for Region Eight of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Case Numbers 08-CB-206215, 08-CB-207497, 08-CB-209375 and 08-CB-209968, alleging Respondent violated the National Labor Relations Act. Respondent acknowledges receipt of a copy of the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which was served by certified mail on February 27, 2018. The Respondent filed an Answer to the Consolidated Complaint on March 12, 2018.

3. Withdrawal of Answer: By entering into this stipulation, the parties agree that the Answer to the Consolidated Complaint filed by Respondent on March 12, 2018 is withdrawn. The function of withdrawing the Answer to the Consolidated Complaint is an admission of the allegations set forth in the Consolidated Complaint.

4. Waiver.

All parties waive the following: (a) filing of answer; (b) hearing; (c) administrative law judge's decision; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of finding of fact and conclusions of law by the Board; and (g) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.

5. The Record.

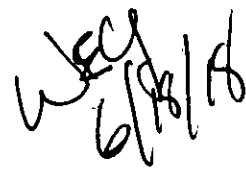
The entire record in this matter consists of the following documents: this stipulation; the charges; and Order Consolidating Cases, Consolidated Complaint and Notice of Hearing. Copies of the charges and the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing are attached as Exhibits A through F.

6. Entire Agreement.

This stipulation constitutes the entire agreement between the parties and there is no agreement of any kind, verbal or otherwise, that alters or adds to it.

7. Scope of the Stipulation and Reservation of Evidence.

This stipulation settles only the allegations in the above-captioned cases and does not constitute a settlement of any other cases or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this stipulation, regardless of whether those matters are known to the General Counsel or are readily



discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

8. Effective Date

This stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this stipulation and the document constituting the records as described above. Once the Board has approved the stipulation, Respondent will immediately comply with the provisions of the order as set forth below.

V. FACTS

1. The following employees of Charging Party Midwest constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Unit):

Employees of the Company in stevedore and warehouse operations such as longshoremen, warehousemen, crane operators, power operators, fork-lift operators, end-loaders, material handlers, checkers, signalmen, winchmen, linemen, line dispatcher and hatch leaders.

2. At all material times since at least January 1, 2006, the Respondent has been the designated collective bargaining representative of the Unit and at all material times since at least January 1, 2006, Respondent has been recognized as the representative by Charging Party Midwest. This recognition has been embodied in successive collective bargaining agreements, one of which was effective by its terms from January 1, 2006 through December 21, 2010.

3. At all material times since around January 1, 2006, based on Section 9(a) of the Act, the Respondent has been the exclusive collective bargaining representative of the Unit.

4. Since at least December 31, 2012, there has been no collective-bargaining agreement in effect between Respondent and Charging Party Midwest.

5. Since at least December 31, 2012, there has been no binding union security provision requiring the employees in the Unit to become members and/or maintain membership with the Respondent as a condition of continued employment with Charging Party Midwest.

6. At all material times since about April 1, 2017, the Employer and Respondent have maintained a practice requiring that Respondent be the exclusive source of referrals of employees for line work with the Employer.

WGC  
6/18/18

## VI. ORDER

Based on this stipulation and the record as described above, and without any further notice of proceedings, the Board may immediately enter an order providing as follows:

Respondent, International Longshoremen's Association Local Union No. 1982, its officers, agents and representatives, shall:

1. Cease and desist from:

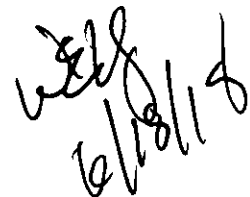
(a) Restraining or coercing employees of Midwest Terminals of Toledo International, Inc. in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended, by failing to refer them for line work because they are not members in good standing of the Union, they filed charges with the Board, they are perceived as anti-union, or for other arbitrary and/or discriminatory reasons.

(b) Causing or attempting to cause Midwest Terminals of Toledo International, Inc. to discriminate against any employees in regard to their hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by failing to refer bargaining unit employees for line work because they are not members in good standing of the Union, they filed charges with the Board, they are perceived as anti-union or for other arbitrary and/or discriminatory reasons.

(c) In any other manner, restraining and coercing employees in the exercise of their Section 7 rights under the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act:

(a) Make whole the following employees for the loss of pay suffered by reason of the discrimination against them, by payment to them of the amounts set forth opposite their respective names, in two separate checks to each employee designated for (1) backpay and for (2) pension, interest and excess tax, and at the time set forth in the schedule that follows. All checks should be mailed to NLRB, Region 8, 1240 East 9<sup>th</sup> Street, Suite 1695, Cleveland, Ohio 44199. If any installment is not paid on or before the date due, the full unpaid amount shall become immediately due and payable and the Board may, without further notice, institute proceedings against the Respondent for the collection of the full indebtedness remaining due, with additional interest due on the entire unpaid balance from the date of default until full payment is received, computed in accordance with the formula set forth in *New Horizons for the Retarded, Inc.*, 283 NLRB 1173 (1987).



Name	Amount due and date of payment				
	30 days from Board Order	Three months from first payment	Three months from second payment	Three months from third payment	Total Amount
Randy Baumert	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$1103.20
Ricardo Canales	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$545.36
Joseph Doslak	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$1103.20
Raymond Krais	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$1103.20
Chad Moody	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$893
Derek Pollock	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$852

(b) In addition, Respondent is responsible for paying accumulating interest through the installment period, which will be computed by the Compliance Officer of Region 8 based on the applicable Board's interest rate. Respondent agrees to pay interest compounded on a daily basis on all outstanding balances which will begin accruing on May 1, 2018. Interest will be payable at the time Respondent makes its quarterly installment payments according to the above Installment Schedule.

*WCS*  
6/18/18

(c) Within 14 days of service by the Region, post copies of the attached notice marked as Appendix A at its union hall at 2300 Ashland Avenue, Suite 225, Toledo, OH 43620 location. Copies of the notice, on forms provided by the Region, after being signed by Respondent's authorized representatives, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places, including all places where the Respondent normally posts notices to employees and members. Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Within 14 days of service by the Region, Respondent's authorized representative will sign and mail sufficient copies of said notices to the Regional Director for Region 8, for posting by Midwest Terminals of Toledo International, Inc. at all locations where notices to employees are customarily posted, if said Employer is willing to do so.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

International Longshoremen's Association Local Union No. 1982, AFL-CIO  
Respondent

By

Name and Title

Date

Address:

Derek Pollock  
Charging Party

By

see other page

Derek Pollock, An Individual

Date

Address:



(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** refuse to refer you for line work because you are not a member in good standing of International Longshoremen's Association, Local Union No. 1982, AFL-CIO (Union), or because we perceive you as anti-union, or for other arbitrary and/or discriminatory reasons.

**WE WILL NOT** refuse to refer you for line work because you filed charges with the National Labor Relations Board.

**WE WILL NOT** cause or attempt to cause Midwest Terminals of Toledo International, Inc. to deny line work to Randy Baumert, Ricardo Canales, Joseph Duslak, Raymond Kreais, Chad Moody, Derek Pollock or any other employee, because they are not members in good standing of the Union, are perceived as anti-union, or for other arbitrary and/or discriminatory reasons.

**WE WILL NOT** cause or attempt to cause Midwest Terminals of Toledo International, Inc. to deny line work to Randy Baumert, Joseph Duslak, Raymond Kreais, Chad Moody, Derek Pollock or any other employee, because they filed charges with the National Labor Relations Board.

**WE WILL NOT**, in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL** make Randy Baumert, Ricardo Canales, Joseph Duslak, Raymond Kreais, Chad Moody, and Derek Pollock whole for losses suffered because we failed to refer them for line work.

**International Longshoremen's Association, Local  
Union No. 1982, AFL-CIO**

(Labor Organization)

Dated: 6/18/18

By: Wm E. York

(Representative)

(Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

**Telephone:**

**Hours of Operation:**

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

*Weg 6/18/18*

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 8

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-206215

DEREK POLLOCK, an Individual

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-207497

CHAD MOODY, an Individual

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-209375

MIDWEST TERMINALS OF TOLEDO INTERNATIONAL, INC.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-209968

RICARDO CANALES, An Individual

## FORMAL SETTLEMENT STIPULATION

### I. INTRODUCTION

Through this formal settlement stipulation, the undersigned parties agree that, upon approval of this stipulation by the Board, a Board Order in conformity with its terms will issue. The parties also agree to the following:

### II. JURISDICTION

1. At all material times, Midwest Terminals of Toledo International, Inc. (Charging Party Midwest), an Ohio corporation, with a place of business located in Toledo, Ohio, has been engaged in providing stevedoring services to shipping companies engaged in interstate and foreign commerce.

2. Annually, Charging Party Midwest, in conducting its business operations described above in Paragraph 1, derives gross revenues in excess of \$500,000 for these services.

3. At all material times, Charging Party Midwest has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

### III. LABOR ORGANIZATION STATUS

1. At all material times, International Longshoremen's Association Local Union No. 1982, AFL-CIO (Respondent) has been a labor organization within the meaning of Section 2(5) of the Act.

### IV. PROCEDURE

#### 1. Filing and Receipt of Charges.

(A) The charge in Case 08-CB-206215 was filed by Derek Pollock (Charging Party Pollock) on September 14, 2017, and a copy was served on Respondent by U.S. mail on September 15, 2017. Respondent acknowledges receipt of the charge.

(B) The first amended charge in Case 08-CB-206215 was filed by Charging Party Pollock on October 5, 2017, and a copy was served on Respondent by U.S. mail on October 5, 2017. Respondent acknowledges receipt of the charge.

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(D) The charge in Case 08-CB-209375 was filed by Charging Party Midwest on November 7, 2017, and a copy was served on Respondent by U.S. mail on November 7, 2017. Respondent acknowledges receipt of the charge.

(E) The charge in Case 08-CB-209968 was filed by Ricardo Canales (Charging Party Canales) around November 16, 2017, and a copy was served on Respondent by U.S. mail on November 16, 2017. Respondent acknowledges receipt of the charge.

2. Issuance of Complaint

On February 27, 2018, the Regional Director for Region Eight of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Case Numbers 08-CB-206215, 08-CB-207497, 08-CB-209375 and 08-CB-209968, alleging Respondent violated the National Labor Relations Act. Respondent acknowledges receipt of a copy of the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which was served by certified mail on February 27, 2018. The Respondent filed an Answer to the Consolidated Complaint on March 12, 2018.

3. Withdrawal of Answer: By entering into this stipulation, the parties agree that the Answer to the Consolidated Complaint filed by Respondent on March 12, 2018 is withdrawn. The function of withdrawing the Answer to the Consolidated Complaint is an admission of the allegations set forth in the Consolidated Complaint.

4. Waiver.

All parties waive the following: (a) filing of answer; (b) hearing; (c) administrative law judge's decision; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of finding of fact and conclusions of law by the Board; and (g) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.

5. The Record.

The entire record in this matter consists of the following documents: this stipulation; the charges; and Order Consolidating Cases, Consolidated Complaint and Notice of Hearing. Copies of the charges and the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing are attached as Exhibits A through F.

6. Entire Agreement.

This stipulation constitutes the entire agreement between the parties and there is no agreement of any kind, verbal or otherwise, that alters or adds to it.

7. Scope of the Stipulation and Reservation of Evidence.

This stipulation settles only the allegations in the above-captioned cases and does not constitute a settlement of any other cases or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this stipulation, regardless of whether those matters are known to the General Counsel or are readily

AB



discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

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V. FACTS

1. The following employees of Charging Party Midwest constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Unit):

Employees of the Company in stevedore and warehouse operations such as longshoremen, warehousemen, crane operators, power operators, fork-lift operators, end-loaders, material handlers, checkers, signalmen, winchmen, linemen, line dispatcher and hatch leaders.

2. At all material times since at least January 1, 2006, the Respondent has been the designated collective bargaining representative of the Unit and at all material times since at least January 1, 2006, Respondent has been recognized as the representative by Charging Party Midwest. This recognition has been embodied in successive collective bargaining agreements, one of which was effective by its terms from January 1, 2006 through December 21, 2010.

3. At all material times since around January 1, 2006, based on Section 9(a) of the Act, the Respondent has been the exclusive collective bargaining representative of the Unit.

4. Since at least December 31, 2012, there has been no collective-bargaining agreement in effect between Respondent and Charging Party Midwest.

5. Since at least December 31, 2012, there has been no binding union security provision requiring the employees in the Unit to become members and/or maintain membership with the Respondent as a condition of continued employment with Charging Party Midwest.

6. At all material times since about April 1, 2017, the Employer and Respondent have maintained a practice requiring that Respondent be the exclusive source of referrals of employees for line work with the Employer.

## VI. ORDER

Based on this stipulation and the record as described above, and without any further notice of proceedings, the Board may immediately enter an order providing as follows:

Respondent, International Longshoremen's Association Local Union No. 1982, its officers, agents and representatives, shall:

1. Cease and desist from:

(a) Restraining or coercing employees of Midwest Terminals of Toledo International, Inc. in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended, by failing to refer them for line work because they are not members in good standing of the Union, they filed charges with the Board, they are perceived as anti-union, or for other arbitrary and/or discriminatory reasons.

(b) Causing or attempting to cause Midwest Terminals of Toledo International, Inc. to discriminate against any employees in regard to their hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by failing to refer bargaining unit employees for line work because they are not members in good standing of the Union, they filed charges with the Board, they are perceived as anti-union or for other arbitrary and/or discriminatory reasons.

(c) In any other manner, restraining and coercing employees in the exercise of their Section 7 rights under the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act:

(a) Make whole the following employees for the loss of pay suffered by reason of the discrimination against them, by payment to them of the amounts set forth opposite their respective names, in two separate checks to each employee designated for (1) backpay and for (2) pension, interest and excess tax, and at the time set forth in the schedule that follows. All checks should be mailed to NLRB, Region 8, 1240 East 9<sup>th</sup> Street, Suite 1695, Cleveland, Ohio 44199. If any installment is not paid on or before the date due, the full unpaid amount shall become immediately due and payable and the Board may, without further notice, institute proceedings against the Respondent for the collection of the full indebtedness remaining due, with additional interest due on the entire unpaid balance from the date of default until full payment is received, computed in accordance with the formula set forth in *New Horizons for the Retarded, Inc.*, 283 NLRB 1173 (1987).

Name	Amount due and date of payment				
	30 days from Board Order	Three months from first payment	Three months from second payment	Three months from third payment	Total Amount
Randy Baumert	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$1103.20
Ricardo Canales	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$545.36
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Derek Pollock	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$852

(b) In addition, Respondent is responsible for paying accumulating interest through the installment period, which will be computed by the Compliance Officer of Region 8 based on the applicable Board's interest rate. Respondent agrees to pay interest compounded on a daily basis on all outstanding balances which will begin accruing on May 1, 2018. Interest will be payable at the time Respondent makes its quarterly installment payments according to the above Installment Schedule.



(c) Within 14 days of service by the Region, post copies of the attached notice marked as Appendix A at its union hall at 2300 Ashland Avenue, Suite 225, Toledo, OH 43620 location. Copies of the notice, on forms provided by the Region, after being signed by Respondent's authorized representatives, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places, including all places where the Respondent normally posts notices to employees and members. Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Within 14 days of service by the Region, Respondent's authorized representative will sign and mail sufficient copies of said notices to the Regional Director for Region 8, for posting by Midwest Terminals of Toledo International, Inc. at all locations where notices to employees are customarily posted, if said Employer is willing to do so.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

International Longshoremen's Association Local Union No. 1982, AFL-CIO  
Respondent

By see other page \_\_\_\_\_  
Name and Title Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Derek Pollock  
Charging Party

By [Signature] \_\_\_\_\_  
Derek Pollock, An Individual Date 6-18-18

Address: Aaron Schen, attorney  
311 Linden Ave  
Gibsonburg, OH 43431

[Signature]

Chad Moody  
Charging Party

By AMBS 6-18-18  
Chad Moody, An Individual Date  
Aaron Solomon, Attorney  
Address: 6384 County Road 16  
Wauseon, OH 43567

Midwest Terminals of Toledo International, Inc.  
Charging Party

By see other page  
Name and Title Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Ricardo Canales  
Charging Party

By see other page  
Ricardo Canales, An Individual Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Approval Recommended:

/s/ Kelly Freeman June 22, 2018  
Kelly Freeman, Field Attorney Date  
National Labor Relations Board, Region 8  
1240 East 9<sup>th</sup> Street  
Cleveland, Ohio 44199-2086

Approved:

/s/ Allen Binstock June 22, 2018  
Allen Binstock, Regional Director Date  
National Labor Relations Board, Region 8  
1240 East 9<sup>th</sup> Street  
Cleveland, Ohio 44199-2086

AMBS

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** refuse to refer you for line work because you are not a member in good standing of International Longshoremen's Association, Local Union No. 1982, AFL-CIO (Union), or because we perceive you as anti-union, or for other arbitrary and/or discriminatory reasons.

**WE WILL NOT** refuse to refer you for line work because you filed charges with the National Labor Relations Board.

**WE WILL NOT** cause or attempt to cause Midwest Terminals of Toledo International, Inc. to deny line work to Randy Baumert, Ricardo Canales, Joseph Duslak, Raymond Kreais, Chad Moody, Derek Pollock or any other employee, because they are not members in good standing of the Union, are perceived as anti-union, or for other arbitrary and/or discriminatory reasons.

**WE WILL NOT** cause or attempt to cause Midwest Terminals of Toledo International, Inc. to deny line work to Randy Baumert, Joseph Duslak, Raymond Kreais, Chad Moody, Derek Pollock or any other employee, because they filed charges with the National Labor Relations Board.

**WE WILL NOT**, in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL** make Randy Baumert, Ricardo Canales, Joseph Duslak, Raymond Kreais, Chad Moody, and Derek Pollock whole for losses suffered because we failed to refer them for line work.

**International Longshoremen's Association, Local  
Union No. 1982, AFL-CIO**

\_\_\_\_\_  
(Labor Organization)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Representative)

(Title)

ABS 6-15-18

---

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

Telephone:

Hours of Operation:

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

ASSG-18-10

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 8

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-206215

DEREK POLLOCK, an Individual

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-207497

CHAD MOODY, an Individual

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-209375

MIDWEST TERMINALS OF TOLEDO INTERNATIONAL, INC.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-209968

RICARDO CANALES, An Individual

**FORMAL SETTLEMENT STIPULATION****I. INTRODUCTION**

Through this formal settlement stipulation, the undersigned parties agree that, upon approval of this stipulation by the Board, a Board Order in conformity with its terms will issue. The parties also agree to the following:

**II. JURISDICTION**

1. At all material times, Midwest Terminals of Toledo International, Inc. (Charging Party Midwest), an Ohio corporation, with a place of business located in Toledo, Ohio, has been engaged in providing stevedoring services to shipping companies engaged in interstate and foreign commerce.

2. Annually, Charging Party Midwest, in conducting its business operations described above in Paragraph 1, derives gross revenues in excess of \$500,000 for these services.

3. At all material times, Charging Party Midwest has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

**III. LABOR ORGANIZATION STATUS**

1. At all material times, International Longshoremen's Association Local Union No. 1982, AFL-CIO (Respondent) has been a labor organization within the meaning of Section 2(5) of the Act.

**IV. PROCEDURE****1. Filing and Receipt of Charges.**

(A) The charge in Case 08-CB-206215 was filed by Derek Pollock (Charging Party Pollock) on September 14, 2017, and a copy was served on Respondent by U.S. mail on September 15, 2017. Respondent acknowledges receipt of the charge.

(B) The first amended charge in Case 08-CB-206215 was filed by Charging Party Pollock on October 5, 2017, and a copy was served on Respondent by U.S. mail on October 5, 2017. Respondent acknowledges receipt of the charge.

(C) The charge in Case 08-CB-207497 was filed by Chad Moody (Charging Party Moody) on October 6, 2017, and a copy was served on Respondent by U.S. mail on October 6, 2017. Respondent acknowledges receipt of the charge.

(D) The charge in Case 08-CB-209375 was filed by Charging Party Midwest on November 7, 2017, and a copy was served on Respondent by U.S. mail on November 7, 2017. Respondent acknowledges receipt of the charge.

RLA,  
6/19/18

(E) The charge in Case 08-CB-209968 was filed by Ricardo Canales (Charging Party Canales) around November 16, 2017, and a copy was served on Respondent by U.S. mail on November 16, 2017. Respondent acknowledges receipt of the charge.

2. Issuance of Complaint

On February 27, 2018, the Regional Director for Region Eight of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Case Numbers 08-CB-206215, 08-CB-207497, 08-CB-209375 and 08-CB-209968, alleging Respondent violated the National Labor Relations Act. Respondent acknowledges receipt of a copy of the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which was served by certified mail on February 27, 2018. The Respondent filed an Answer to the Consolidated Complaint on March 12, 2018.

3. Withdrawal of Answer: By entering into this stipulation, the parties agree that the Answer to the Consolidated Complaint filed by Respondent on March 12, 2018 is withdrawn. The function of withdrawing the Answer to the Consolidated Complaint is an admission of the allegations set forth in the Consolidated Complaint.

4. Waiver.

All parties waive the following: (a) filing of answer; (b) hearing; (c) administrative law judge's decision; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of finding of fact and conclusions of law by the Board; and (g) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.

5. The Record.

The entire record in this matter consists of the following documents: this stipulation; the charges; and Order Consolidating Cases, Consolidated Complaint and Notice of Hearing. Copies of the charges and the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing are attached as Exhibits A through F.

6. Entire Agreement.

This stipulation constitutes the entire agreement between the parties and there is no agreement of any kind, verbal or otherwise, that alters or adds to it.

7. Scope of the Stipulation and Reservation of Evidence.

This stipulation settles only the allegations in the above-captioned cases and does not constitute a settlement of any other cases or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this stipulation, regardless of whether those matters are known to the General Counsel or are readily

RLM  
8/18/18



discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

8. Effective Date

This stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this stipulation and the document constituting the records as described above. Once the Board has approved the stipulation, Respondent will immediately comply with the provisions of the order as set forth below.

V. FACTS

1. The following employees of Charging Party Midwest constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Unit):

Employees of the Company in stevedore and warehouse operations such as longshoremen, warehousemen, crane operators, power operators, fork-lift operators, end-loaders, material handlers, checkers, signalmen, winchmen, linemen, line dispatcher and hatch leaders.

2. At all material times since at least January 1, 2006, the Respondent has been the designated collective bargaining representative of the Unit and at all material times since at least January 1, 2006, Respondent has been recognized as the representative by Charging Party Midwest. This recognition has been embodied in successive collective bargaining agreements, one of which was effective by its terms from January 1, 2006 through December 21, 2010.

3. At all material times since around January 1, 2006, based on Section 9(a) of the Act, the Respondent has been the exclusive collective bargaining representative of the Unit.

4. Since at least December 31, 2012, there has been no collective-bargaining agreement in effect between Respondent and Charging Party Midwest.

5. Since at least December 31, 2012, there has been no binding union security provision requiring the employees in the Unit to become members and/or maintain membership with the Respondent as a condition of continued employment with Charging Party Midwest.

6. At all material times since about April 1, 2017, the Employer and Respondent have maintained a practice requiring that Respondent be the exclusive source of referrals of employees for line work with the Employer.

RLA  
6/18/18



## VI. ORDER

Based on this stipulation and the record as described above, and without any further notice of proceedings, the Board may immediately enter an order providing as follows:

Respondent, International Longshoremen's Association Local Union No. 1982, its officers, agents and representatives, shall:

1. Cease and desist from:

(a) Restraining or coercing employees of Midwest Terminals of Toledo International, Inc. in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended, by failing to refer them for line work because they are not members in good standing of the Union, they filed charges with the Board, they are perceived as anti-union, or for other arbitrary and/or discriminatory reasons.

(b) Causing or attempting to cause Midwest Terminals of Toledo International, Inc. to discriminate against any employees in regard to their hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by failing to refer bargaining unit employees for line work because they are not members in good standing of the Union, they filed charges with the Board, they are perceived as anti-union or for other arbitrary and/or discriminatory reasons.

(c) In any other manner, restraining and coercing employees in the exercise of their Section 7 rights under the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act:

(a) Make whole the following employees for the loss of pay suffered by reason of the discrimination against them, by payment to them of the amounts set forth opposite their respective names, in two separate checks to each employee designated for (1) backpay and for (2) pension, interest and excess tax, and at the time set forth in the schedule that follows. All checks should be mailed to NLRB, Region 8, 1240 East 9<sup>th</sup> Street, Suite 1695, Cleveland, Ohio 44199. If any installment is not paid on or before the date due, the full unpaid amount shall become immediately due and payable and the Board may, without further notice, institute proceedings against the Respondent for the collection of the full indebtedness remaining due, with additional interest due on the entire unpaid balance from the date of default until full payment is received, computed in accordance with the formula set forth in *New Horizons for the Retarded, Inc.*, 283 NLRB 1173 (1987).

*ALA*  
6/18/18

Name	Amount due and date of payment				
	30 days from Board Order	Three months from first payment	Three months from second payment	Three months from third payment	Total Amount
Randy Baumert	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$1103.20
Ricardo Canales	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$545.36
Joseph Duslak	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$1103.20
Raymond Krais	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$1103.20
Chad Moody	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$893
Derek Pollock	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$852

(b) In addition, Respondent is responsible for paying accumulating interest through the installment period, which will be computed by the Compliance Officer of Region 8 based on the applicable Board's interest rate. Respondent agrees to pay interest compounded on a daily basis on all outstanding balances which will begin accruing on May 1, 2018. Interest will be payable at the time Respondent makes its quarterly installment payments according to the above Installment Schedule.

*RLM*  
6/18/18

(c) Within 14 days of service by the Region, post copies of the attached notice marked as Appendix A at its union hall at 2300 Ashland Avenue, Suite 225, Toledo, OH 43620 location. Copies of the notice, on forms provided by the Region, after being signed by Respondent's authorized representatives, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places, including all places where the Respondent normally posts notices to employees and members. Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Within 14 days of service by the Region, Respondent's authorized representative will sign and mail sufficient copies of said notices to the Regional Director for Region 8, for posting by Midwest Terminals of Toledo International, Inc. at all locations where notices to employees are customarily posted, if said Employer is willing to do so.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

International Longshoremen's Association Local Union No. 1982, AFL-CIO  
Respondent

By see other page  
Name and Title Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Derek Pollock  
Charging Party

By see other page  
Derek Pollock, An Individual Date

Address: \_\_\_\_\_  
\_\_\_\_\_

RLM  
6/18/18

Chad Moody  
Charging Party

By see other page

Chad Moody, An Individual

Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Midwest Terminals of Toledo International, Inc.  
Charging Party

By *Donald L. Meyer*

Name and Title *Attorney*

*6/18/2010*  
Date

Address: *P.O. Box 398*  
*Dublin Oh 43017*

Ricardo Canales  
Charging Party

By see other page

Ricardo Canales, An Individual

Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Approval Recommended:

/s/ Kelly Freeman

June 22, 2018

Kelly Freeman, Field Attorney  
National Labor Relations Board, Region 8  
1240 East 9<sup>th</sup> Street  
Cleveland, Ohio 44199-2086

Date

Approved:

/s/ Allen Binstock

June 22, 2018

Allen Binstock, Regional Director  
National Labor Relations Board, Region 8  
1240 East 9<sup>th</sup> Street  
Cleveland, Ohio 44199-2086

Date

(To be printed and posted on official Board notice form)

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- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
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**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** refuse to refer you for line work because you are not a member in good standing of International Longshoremen's Association, Local Union No. 1982, AFL-CIO (Union), or because we perceive you as anti-union, or for other arbitrary and/or discriminatory reasons.

**WE WILL NOT** refuse to refer you for line work because you filed charges with the National Labor Relations Board.

**WE WILL NOT** cause or attempt to cause Midwest Terminals of Toledo International, Inc. to deny line work to Randy Baumert, Ricardo Canales, Joseph Duslak, Raymond Kreaiss, Chad Moody, Derek Pollock or any other employee, because they are not members in good standing of the Union, are perceived as anti-union, or for other arbitrary and/or discriminatory reasons.

**WE WILL NOT** cause or attempt to cause Midwest Terminals of Toledo International, Inc. to deny line work to Randy Baumert, Joseph Duslak, Raymond Kreaiss, Chad Moody, Derek Pollock or any other employee, because they filed charges with the National Labor Relations Board.

**WE WILL NOT**, in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL** make Randy Baumert, Ricardo Canales, Joseph Duslak, Raymond Kreaiss, Chad Moody, and Derek Pollock whole for losses suffered because we failed to refer them for line work.

**International Longshoremen's Association, Local  
Union No. 1982, AFL-CIO**

\_\_\_\_\_  
(Labor Organization)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Representative) (Title)

*RLM*  
6/18/18

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

**Telephone:**

**Hours of Operation:**

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*RLM* 6/18/18

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 8

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-206215

DEREK POLLOCK, an Individual

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-207497

CHAD MOODY, an Individual

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-209375

MIDWEST TERMINALS OF TOLEDO INTERNATIONAL, INC.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-209968

RICARDO CANALES, An Individual

RECEIVED  
NLRB REGION 8  
2018 JUN 21 AM 9:55  
CLEVELAND, OHIO

RAC 6/18/18

## **FORMAL SETTLEMENT STIPULATION**

### **I. INTRODUCTION**

Through this formal settlement stipulation, the undersigned parties agree that, upon approval of this stipulation by the Board, a Board Order in conformity with its terms will issue. The parties also agree to the following:

### **II. JURISDICTION**

1. At all material times, Midwest Terminals of Toledo International, Inc. (Charging Party Midwest), an Ohio corporation, with a place of business located in Toledo, Ohio, has been engaged in providing stevedoring services to shipping companies engaged in interstate and foreign commerce.

2. Annually, Charging Party Midwest, in conducting its business operations described above in Paragraph 1, derives gross revenues in excess of \$500,000 for these services.

3. At all material times, Charging Party Midwest has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

### **III. LABOR ORGANIZATION STATUS**

1. At all material times, International Longshoremen's Association Local Union No. 1982, AFL-CIO (Respondent) has been a labor organization within the meaning of Section 2(5) of the Act.

### **IV. PROCEDURE**

#### **1. Filing and Receipt of Charges.**

(A) The charge in Case 08-CB-206215 was filed by Derek Pollock (Charging Party Pollock) on September 14, 2017, and a copy was served on Respondent by U.S. mail on September 15, 2017. Respondent acknowledges receipt of the charge.

(B) The first amended charge in Case 08-CB-206215 was filed by Charging Party Pollock on October 5, 2017, and a copy was served on Respondent by U.S. mail on October 5, 2017. Respondent acknowledges receipt of the charge.

(C) The charge in Case 08-CB-207497 was filed by Chad Moody (Charging Party Moody) on October 6, 2017, and a copy was served on Respondent by U.S. mail on October 6, 2017. Respondent acknowledges receipt of the charge.

(D) The charge in Case 08-CB-209375 was filed by Charging Party Midwest on November 7, 2017, and a copy was served on Respondent by U.S. mail on November 7, 2017. Respondent acknowledges receipt of the charge.



(E) The charge in Case 08-CB-209968 was filed by Ricardo Canales (Charging Party Canales) around November 16, 2017, and a copy was served on Respondent by U.S. mail on November 16, 2017. Respondent acknowledges receipt of the charge.

2. Issuance of Complaint

On February 27, 2018, the Regional Director for Region Eight of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Case Numbers 08-CB-206215, 08-CB-207497, 08-CB-209375 and 08-CB-209968, alleging Respondent violated the National Labor Relations Act. Respondent acknowledges receipt of a copy of the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which was served by certified mail on February 27, 2018. The Respondent filed an Answer to the Consolidated Complaint on March 12, 2018.

3. Withdrawal of Answer: By entering into this stipulation, the parties agree that the Answer to the Consolidated Complaint filed by Respondent on March 12, 2018 is withdrawn. The function of withdrawing the Answer to the Consolidated Complaint is an admission of the allegations set forth in the Consolidated Complaint.

4. Waiver.

All parties waive the following: (a) filing of answer; (b) hearing; (c) administrative law judge's decision; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of finding of fact and conclusions of law by the Board; and (g) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.

5. The Record.

The entire record in this matter consists of the following documents: this stipulation; the charges; and Order Consolidating Cases, Consolidated Complaint and Notice of Hearing. Copies of the charges and the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing are attached as Exhibits A through F.

6. Entire Agreement.

This stipulation constitutes the entire agreement between the parties and there is no agreement of any kind, verbal or otherwise, that alters or adds to it.

7. Scope of the Stipulation and Reservation of Evidence.

This stipulation settles only the allegations in the above-captioned cases and does not constitute a settlement of any other cases or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this stipulation, regardless of whether those matters are known to the General Counsel or are readily

discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

8. Effective Date

This stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this stipulation and the document constituting the records as described above. Once the Board has approved the stipulation, Respondent will immediately comply with the provisions of the order as set forth below.

V. FACTS

1. The following employees of Charging Party Midwest constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Unit):

Employees of the Company in stevedore and warehouse operations such as longshoremen, warehousemen, crane operators, power operators, fork-lift operators, end-loaders, material handlers, checkers, signalmen, winchmen, linemen, line dispatcher and hatch leaders.

2. At all material times since at least January 1, 2006, the Respondent has been the designated collective bargaining representative of the Unit and at all material times since at least January 1, 2006, Respondent has been recognized as the representative by Charging Party Midwest. This recognition has been embodied in successive collective bargaining agreements, one of which was effective by its terms from January 1, 2006 through December 21, 2010.

3. At all material times since around January 1, 2006, based on Section 9(a) of the Act, the Respondent has been the exclusive collective bargaining representative of the Unit.

4. Since at least December 31, 2012, there has been no collective-bargaining agreement in effect between Respondent and Charging Party Midwest.

5. Since at least December 31, 2012, there has been no binding union security provision requiring the employees in the Unit to become members and/or maintain membership with the Respondent as a condition of continued employment with Charging Party Midwest.

6. At all material times since about April 1, 2017, the Employer and Respondent have maintained a practice requiring that Respondent be the exclusive source of referrals of employees for line work with the Employer.

## VI. ORDER

Based on this stipulation and the record as described above, and without any further notice of proceedings, the Board may immediately enter an order providing as follows:

Respondent, International Longshoremen's Association Local Union No. 1982, its officers, agents and representatives, shall:

1. Cease and desist from:

(a) Restraining or coercing employees of Midwest Terminals of Toledo International, Inc. in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended, by failing to refer them for line work because they are not members in good standing of the Union, they filed charges with the Board, they are perceived as anti-union, or for other arbitrary and/or discriminatory reasons.

(b) Causing or attempting to cause Midwest Terminals of Toledo International, Inc. to discriminate against any employees in regard to their hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by failing to refer bargaining unit employees for line work because they are not members in good standing of the Union, they filed charges with the Board, they are perceived as anti-union or for other arbitrary and/or discriminatory reasons.

(c) In any other manner, restraining and coercing employees in the exercise of their Section 7 rights under the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act:

(a) Make whole the following employees for the loss of pay suffered by reason of the discrimination against them, by payment to them of the amounts set forth opposite their respective names, in two separate checks to each employee designated for (1) backpay and for (2) pension, interest and excess tax, and at the time set forth in the schedule that follows. All checks should be mailed to NLRB, Region 8, 1240 East 9<sup>th</sup> Street, Suite 1695, Cleveland, Ohio 44199. If any installment is not paid on or before the date due, the full unpaid amount shall become immediately due and payable and the Board may, without further notice, institute proceedings against the Respondent for the collection of the full indebtedness remaining due, with additional interest due on the entire unpaid balance from the date of default until full payment is received, computed in accordance with the formula set forth in *New Horizons for the Retarded, Inc.*, 283 NLRB 1173 (1987).

Name	Amount due and date of payment				
	30 days from Board Order	Three months from first payment	Three months from second payment	Three months from third payment	Total Amount
Randy Baumert	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$1103.20
Ricardo Canales	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$110.32- (Backpay) \$26.02- (pension, interest and excess tax)	\$545.36
Joseph Duslak	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$1103.20
Raymond Krais	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$225.90- (Backpay) \$49.90- (pension, interest and excess tax)	\$1103.20
Chad Moody	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$184.10- (Backpay) \$39.15- (pension, interest, and excess tax)	\$893
Derek Pollock	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$174.25 (Backpay) \$38.75 (pension, interest, and excess tax)	\$852

(b) In addition, Respondent is responsible for paying accumulating interest through the installment period, which will be computed by the Compliance Officer of Region 8 based on the applicable Board's interest rate. Respondent agrees to pay interest compounded on a daily basis on all outstanding balances which will begin accruing on May 1, 2018. Interest will be payable at the time Respondent makes its quarterly installment payments according to the above Installment Schedule.

*R.H.C. 6/18/2018*

(c) Within 14 days of service by the Region, post copies of the attached notice marked as Appendix A at its union hall at 2300 Ashland Avenue, Suite 225, Toledo, OH 43620 location. Copies of the notice, on forms provided by the Region, after being signed by Respondent's authorized representatives, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places, including all places where the Respondent normally posts notices to employees and members. Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Within 14 days of service by the Region, Respondent's authorized representative will sign and mail sufficient copies of said notices to the Regional Director for Region 8, for posting by Midwest Terminals of Toledo International, Inc. at all locations where notices to employees are customarily posted, if said Employer is willing to do so.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

International Longshoremen's Association Local Union No. 1982, AFL-CIO  
Respondent

By see other page \_\_\_\_\_  
Name and Title Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Derek Pollock  
Charging Party

By see other page \_\_\_\_\_  
Derek Pollock, An Individual Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Chad Moody  
Charging Party

By see other page

Chad Moody, An Individual

Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Midwest Terminals of Toledo International, Inc.  
Charging Party

By see other page

Name and Title

Date

Address: \_\_\_\_\_  
\_\_\_\_\_

Ricardo Canales  
Charging Party

By Ricardo H. Canales  
Ricardo Canales, An Individual

6/18/18  
Date

Address: 337 Arcadia Ave  
Toledo Ohio 43610

Approval Recommended:

/s/ Kelly Freeman

June 22, 2018

Kelly Freeman, Field Attorney  
National Labor Relations Board, Region 8  
1240 East 9<sup>th</sup> Street  
Cleveland, Ohio 44199-2086

Date

Approved:

/s/ Allen Binstock

June 22, 2018

Allen Binstock, Regional Director  
National Labor Relations Board, Region 8  
1240 East 9<sup>th</sup> Street  
Cleveland, Ohio 44199-2086

Date

RECEIVED  
NLRB REGION 8  
2018 JUN 21 AM 9:55  
CLEVELAND, OHIO

APC. 6/18/18

Freeman

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** refuse to refer you for line work because you are not a member in good standing of International Longshoremen's Association, Local Union No. 1982, AFL-CIO (Union), or because we perceive you as anti-union, or for other arbitrary and/or discriminatory reasons.

**WE WILL NOT** refuse to refer you for line work because you filed charges with the National Labor Relations Board.

**WE WILL NOT** cause or attempt to cause Midwest Terminals of Toledo International, Inc. to deny line work to Randy Baumert, Ricardo Canales, Joseph Duslak, Raymond Kreais, Chad Moody, Derek Pollock or any other employee, because they are not members in good standing of the Union, are perceived as anti-union, or for other arbitrary and/or discriminatory reasons.

**WE WILL NOT** cause or attempt to cause Midwest Terminals of Toledo International, Inc. to deny line work to Randy Baumert, Joseph Duslak, Raymond Kreais, Chad Moody, Derek Pollock or any other employee, because they filed charges with the National Labor Relations Board.

**WE WILL NOT**, in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL** make Randy Baumert, Ricardo Canales, Joseph Duslak, Raymond Kreais, Chad Moody, and Derek Pollock whole for losses suffered because we failed to refer them for line work.

**International Longshoremen's Association, Local  
Union No. 1982, AFL-CIO**

(Labor Organization)

RECEIVED  
MLRB REGION 8  
2018 JUN 21 AM 9:54  
CLEVELAND, OHIO

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

(Representative)

(Title)

R. H. C. 6/18/18

---

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

**Telephone:**

**Hours of Operation:**

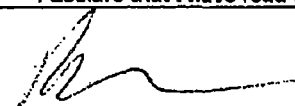
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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE-**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



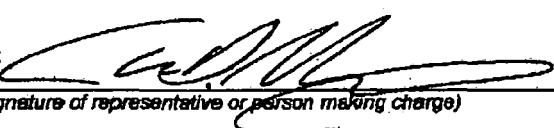


UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD		DO NOT WRITE IN THIS SPACE	
		Case	Date filed
<b>FIRST AMENDED CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS</b>		08-CB-206215	10/5/17
<b>INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.</b>			
<b>1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT</b>			
a. Name International Longshoremen's Association, Local #1982		b. Union Representative to Contact William E. Yockey International Rep.	
c. Address 2300 Ashland Ave, Ste 225, Toledo, OH 43620-1280		d. Tel. No. (419)279-6399	e.e. Cell No.
		f. Fax No. (419)754-2678	g. e-Mail ilalocal1982@yahoo.com
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b)(1)(A) and 8(b)(2) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since on or about April 21, 2017, and continuously thereafter, the International Longshoremen's Association, Local #1982 (Union) has failed to send out and/or refer Derek Pollock for line work in retaliation for his activities before the National labor Relations Board or for other discriminatory reasons.			
3. Name of Employer Midwest Terminals of Toledo International, Inc.		4a. Tel. No. (419)697-2715	4b. Cell No. (419)351-9028
		4c. Fax No. (419)697-2744	4d. e-Mail chris.blakely@mwtti.com
5. Location of Plant involved (street, city, state, and ZIP code) 3518 Saint Lawrence Dr, Toledo, OH 43605-1079		6. Employer representative to contact Chris Blakely	
7. Type of Establishment (factory, mine, wholesaler) Shipping	8. Principal product or service Stevedoring	9. Number of Workers employed 35	
10. Full name of party filing charge Derek Pollock	11a. Tel. No. (419)307-1100	11b. Cell No.	
	11c. Fax No.	11d e-Mail	
11. Address of party filing charge (street, city, state, and ZIP code) 311 W Linden Ave, Gibsonburg, OH 43431-1352			
<b>DECLARATION</b>			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: 	Derek Pollock		Tel No. (419)307-1100
(signature of representative or person making charge)	Print/type name and title or office, if any		Cell No.
Address: 311 W Linden Ave, Gibsonburg, OH 43431-1352		Date: Oct 1, 2017	Fax No. e-Mail derekpollock4918@hotmail.com

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1-1972395062

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD		DO NOT WRITE IN THIS SPACE	
<b>CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS</b>		Case 08-CB-207497	Date filed 10/6/17
<b>INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.</b>			
<b>1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT</b>			
a. Name <b>INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, LOCAL #1982</b>		b. Union Representative to Contact <b>WILLIAM E. YOCKEY</b> International Rep.	
c. Address <b>2300 Ashland Ave, Ste 226, Toledo, OH 43620-1280</b>		d. Tel. No. <b>(419)279-6398</b>	e.e. Cell No.
		f. Fax No. <b>(419)754-2678</b>	g. e-Mail <b>ilalocal1982@yahoo.com</b>
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1)(A) and 8(b)(2) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) <b>Since on or about April 21, 2017, and continuously thereafter, the International Longshoremen's Association, Local #1982 (Union) failed to send out and/or refer Chad Moody for line work in retaliation for his activities before the National Labor Relations Board or for other discriminatory reasons.</b>			
3. Name of Employer <b>MIDWEST TERMINALS OF TOLEDO INTERNATIONAL, INC.</b>		4a. Tel. No. <b>(419)698-8171</b>	4b. Cell No.
		4c. Fax No. <b>419-697-2744</b>	4d. e-Mail <b>chris.blakely@mwtti.com</b>
5. Location of Plant involved (street, city, state, and ZIP code) <b>3518 Saint Lawrence Dr, Toledo, OH 43605-1079</b>		6. Employer representative to contact <b>CHRISTOPHER W. BLAKELY HR Manager</b>	
7. Type of Establishment (factory, mine, wholesaler) <b>Shipping</b>	8. Principal product or service <b>Stevedoring</b>	9. Number of Workers employed <b>35</b>	
10. Full name of party filing charge <b>Chad Moody</b>	11a. Tel. No. <b>(419)583-6305</b>	11b. Cell No. <b>(419)583-6305</b>	
	11c. Fax No.	11d. e-Mail <b>chad_fish18@hotmail.com</b>	
11. Address of party filing charge (street, city, state, and ZIP code) <b>6384 County Road 16, Wauseon, OH 43567-9532</b>			
<b>12-DECLARATION</b>			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: 	Chad Moody		Tel No. <b>(419)583-6305</b>
(signature of representative or person making charge)	Print/type name and title or office, if any		Cell No.
Address: <b>6384 County Road 16, Wauseon, OH 43567-9532</b>		Date: <b>9-29-17</b>	Fax No.
			e-Mail <b>chad_fish18@hotmail.com</b>

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE

Case  
08-CB-209375  
Date Filed  
11/7/17

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

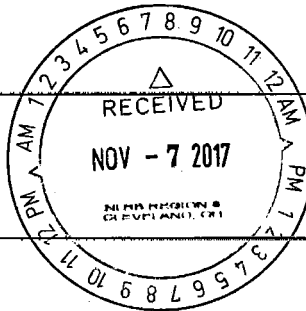
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name  International Longshoremen's Association, Local 1982	b. Union Representative to contact  William E. Yockey, ILA, VP Trustee, ILA Local No. 1982	
c. Address (Street, city, state, and ZIP code) C/O International Longshoremen's Assn. 106 W. Lewis Street Alpena, MI 49707	d. Tel. No.  f. Fax No. 989-423-0036	e. Cell No. 216-210-2798 g. e-Mail acdvp@weyockey.com-email
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) 1(a) and 2 of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

The ILA Local 1982, run by William Yockey, V-P of ILA International, has discriminated against bargaining unit employees by denying them work when they have the seniority and the skills to do the work, because they have engaged in protected activity by either filing NLRB Charges or they have refused to join or pay union dues.

Although employees of the Company and working in the bargaining unit, Mr. Yockey has referred to these men as "scabs." There is no strike at the Company and no picket line these men are crossing. They simply have chosen not to join or pay dues to the Union.



3. Name of Employer  Midwest Terminals of Toledo International, Inc.	4a. Tel. No. 614-734-9450 c. Fax No. 614-734-9451	b. Cell No.  d. e-Mail
5. Location of plant involved (street, city, state and ZIP code) 3518 St. Lawrence Drive, Toledo, Ohio 43605		6. Employer representative to contact Ronald L. Mason
7. Type of establishment (factory, mine, wholesaler, etc.) Port and Warehousing	8. Identify principal product or service Stevedore	9. Number of workers employed 30
10. Full name of party filing charge Midwest Terminals of Toledo International, Inc.	11a. Tel. No. 614-734-9450 c. Fax No. 614-734-9451	b. Cell No.  d. e-Mail
11. Address of party filing charge (street, city, state and ZIP code.) P.O. Box 398 Dublin, Ohio 43017		

12. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Ronald L. Mason Ronald L. Mason  
(signature of representative or person making charge) (Print/type name and title or office, if any)

P.O. Box 398  
Address Dublin, Ohio 43017 (date) 10/10/2017

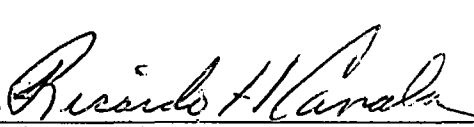
Tel. No.  
614-734-9450  
Cell No.  
  
Fax No.  
614-734-9451  
e-Mail  
rmason@maslawfirm.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit D

UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
<b>CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS</b>		08-CB-209968	11   15   17
<b>INSTRUCTIONS:</b> File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name International Longshoremen's Association (ILA), AFL-CIO		b. Union Representative to Contact William E. Yockey International Vice President	
c. Address 2300 Ashland Avenue, Suite 225, Toledo, OH 43620-1280		d. Tel. No. (989)884-0331	e.e. Cell No. (216)210-2798
		f. Fax No. (216)803-2331	g. e-Mail acdvp@weyockey.com
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1) (A) and (2)) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
<p>Within the last six months, and continuously thereafter, it, a labor organization, by its officers, agents and representatives, restrained and coerced, and is restraining and coercing Ricardo Canales, an employee of Midwest Terminals of Toledo International, Inc., in the exercise of his rights to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, which rights are guaranteed in Section 7 of the said Act.</p> <p>Specifically, within the last six months, the Union has failed to offer and/or assign employee Ricardo Canales line duty because he is not a union member in good standing. The Union has done this at a time when no binding union security clause is in effect.</p>			
3. Name of Employer Midwest Terminals of Toledo International, Inc.		4a. Tel. No. (419)697-2743	4b. Cell No. (419)697-2743
		4c. Fax No. (419)697-2744	4d. e-Mail chris.blakely@mwtti.com
5. Location of Plant involved (street, city, state, and ZIP code) 3518 Saint Lawrence Dr, Toledo, OH 43605-1079		6. Employer representative to contact Chris Blakely	
7. Type of Establishment (factory, mine, wholesaler) Dock Warehouse	8. Principal product or service Stevedore		9. Number of Workers employed Approx. 30
10. Full name of party filing charge Ricardo H. Canales	11a. Tel. No. (734)299-0196		11b. Cell No.
	11c. Fax No.		11d. e-Mail
11. Address of party filing charge (street, city, state, and ZIP code) 337 Arcadia Ave, Toledo, OH 43610-1102			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By  (signature of representative or person making charge)	Ricardo H. Canales, an Individual Print/type name and title or office, if any		Tel. No. (734)299-0196
Address: 337 Arcadia Ave, Toledo, OH 43610-1102		Date: 11/13/17	Cell No.
			Fax No.
			e-Mail

2017 NOV 15 AM 10:16  
CLEVELAND, OHIO  
RECEIVED  
NLRB REGION 8

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. 1-2111501182



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 8

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-206215

DEREK POLLOCK, an Individual

---

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-207497

CHAD MOODY, an Individual

---

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-209375

MIDWEST TERMINALS OF TOLEDO INTERNATIONAL, INC.

---

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
LOCAL UNION NO. 1982, AFL-CIO

and

Case 08-CB-209968

RICARDO CANALES, An Individual

ORDER CONSOLIDATING CASES,  
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 08-CB-206215, which is based on a charge filed by Derek Pollock, an Individual (Charging Party Pollock), Case 08-CB-207497, which is based on a charge filed by Chad Moody, an Individual (Charging Party Moody), Case 08-CB-209375, which is based on a charge filed by Midwest Terminals of Toledo International, Inc. (Charging Party Midwest), and Case 08-CB-209968, which is based on a charge filed by Ricardo H. Canales (Charging Party Canales) (collectively, the Charging Parties), against International Longshoremen's Association Local Union No. 1982, AFL-CIO (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (Consolidated Complaint), which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (A) The charge in 08-CB-206215 was filed by Charging Party Pollock on September 14, 2017, and a copy was served on Respondent by U.S. mail on September 15, 2017.

(B) The first amended charge in 08-CB-206215 was filed by Charging Party Pollock on October 5, 2017, and a copy was served on Respondent by U.S. mail on October 5, 2017.

2. The charge in 08-CB-207497 was filed by Charging Party Moody on October 6, 2017, and a copy was served on Respondent by U.S. mail on October 6, 2017.



3. The charge in 08-CB-209375 was filed by Charging Party Midwest on November 7, 2017, and a copy was served on Respondent by U.S. mail on November 7, 2017.

4. The charge in 08-CB-209968 was filed by Charging Party Canales around November 16, 2017, and a copy was served on Respondent by U.S. mail on November 16, 2017.

5. (A) At all material times, Midwest Terminals of Toledo International, Inc. (Charging Party Midwest), an Ohio corporation, with a place of business located in Toledo, Ohio, has been engaged in providing stevedoring services to shipping companies engaged in interstate and foreign commerce.

(B) Annually, Charging Party Midwest, in conducting its business operations described above in Paragraph 5(A), derives gross revenues in excess of \$500,000 for these services.

(C) At all material times, Charging Party Midwest has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

6. At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

7. At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of Section 2(13) of the Act:

William Yockey	-	Trustee
Otis Brown	-	President and Recording Secretary
Prentis Hubbard	-	Vice President, Dispatcher and Steward

8. (A) The following employees of Charging Party Midwest constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Unit):

Employees of the Company in stevedore and warehouse operations such as longshoremen, warehousemen, crane operators, power operators, fork-lift operators, end-loaders, material handlers, checkers, signalmen, winchmen, linemen, line dispatcher and hatch leaders.

(B) Since at least January 1, 2006, and at all material times, the Respondent has been the designated collective bargaining representative of the Unit and since at least on or about January 1, 2006, Respondent has been recognized as the representative by Charging Party Midwest. This recognition has been embodied in successive collective bargaining agreements, one of which was effective by its terms from January 1, 2006 through December 21, 2010 (CBA).

(C) At all times since on or about January 1, 2006, and at all material times, based on Section 9(a) of the Act, the Respondent has been the exclusive collective bargaining representative of the Unit.

9. (A) Article III, Section 3.2 of the CBA as described above in paragraph 8(B) provided the following condition of employment:

As a condition of continuing employment, every member of the collective bargaining unit by the Company subsequent to the date of this Agreement shall become a member of the Union on or before the thirty-first (31<sup>st</sup>) day following the date of his employment and shall remain a member of the Union in good standing during the course of his employment by the Company.

(B) Since at least December 31, 2012, there has been no collective-bargaining agreement in effect between Respondent and Charging Party Midwest.

(C) Since at least December 31, 2012, there has been no binding union security provision requiring the unit employees described above in paragraph 8(A) to become members and/or maintain membership with the Respondent as a condition of continued employment with Charging Party Midwest.

10. (A) Since about April 1, 2017, the Employer and Respondent have maintained a practice requiring that Respondent be the exclusive source of referrals of employees for line work with the Employer.

(B) At various times from April 21, 2017 through December 3, 2017, Respondent failed and refused to refer employees Derek Pollock, Chad Moody, Randy Baumert, Raymond Kreais, Joseph Duslak, and any other similarly situated employees, whose names are currently unknown, for line work with the Employer.

(C) At various times from June 1, 2017 through December 3, 2017, Respondent has failed and refused to refer employee Ricardo Canales for line work with the Employer.

(D) Respondent engaged in the conduct described above in paragraph 10(B) because the employees filed charges with the National Labor Relations Board, and/or because the Respondent perceived the employees to be aligned with management or otherwise not members in good standing, and/or because of other arbitrary considerations.

(E) Respondent engaged in the conduct described above in paragraph 10(C) because Canales failed to pay dues at a time when no valid union security clause was in effect and/or because he was not a member of Respondent.

11. By the conduct described above in paragraph 10, Respondent has been restraining and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

12. By the conduct described above in paragraph 10, Respondent has been attempting to cause and causing an employer to discriminate against its employees in violation of Section 8(a)(3) of the Act in violation of Section 8(b)(2) of the Act.

13. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before March 13, 2018, or postmarked on or before March 12, 2018.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an

answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

#### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on the 26<sup>th</sup> day of June 2018, at 10:00 a.m., in a hearing room of the National Labor Relations Board, 1695 AJC Federal Office Building, 1240 East Ninth Street, Cleveland, Ohio, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Cleveland, Ohio this 27<sup>th</sup> day of February 2018.

/s/ Allen Binstock

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ALLEN BINSTOCK  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
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Attachments

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Cases 08-CB-206215, 207497, 209375 and 209968

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in

**evidence.** If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.

- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.

- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.

- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.